(TS//SI//REL) MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE NATIONAL SECURITY AGENCY/CENTRAL SECURITY SERVICE (NSA/CSS) AND THE ISRAELI SIGINT NATIONAL UNIT (ISNU) PERTAINING TO THE PROTECTION OF U.S. PERSONS

I. (U) PURPOSE

a. (TS//SI//REL) This agreement between NSA and The Israeli SIGINT National Unit (ISNU) prescribes procedures and responsibilities for ensuring that ISNU handling of materials provided by NSA – including, but not limited to, Signals Intelligence (SIGINT) technology and equipment and raw SIGINT data (i.e., signals intelligence information that has not been reviewed for foreign intelligence purposes or minimized) – is consistent with the requirements placed upon NSA by U.S. law and Executive Order to establish safeguards protecting the rights of U.S. persons under the Fourth Amendment to the United States Constitution.

b. (TS//SI//REL) This agreement will apply to any SIGINT raw traffic, technology, or enabling that NSA may provide to ISNU. This agreement applies only to materials provided by NSA and shall not be construed to apply to materials collected independently by ISNU.

c. (TS//SI//REL) ISNU also recognizes that NSA has agreements with Australia, Canada, New Zealand, and the United Kingdom that require it to protect information associated with U.K. persons, Australian persons, Canadian persons and New Zealand persons using procedures and safeguards similar to those applied for U.S. persons. For this reason, in all uses of raw material provided by NSA, ISNU agrees to apply the procedures outlined in this agreement to persons of these countries.

d. (U) This agreement is not intended to create any legally enforceable rights and shall not be construed to be either an international agreement or a legally binding instrument according to international law.

II. (U) DEFINITIONS

a. (C//SI//REL) **Raw SIGINT** is any SIGINT acquired either as a result of search and development, or targeted collection operations against a particular foreign intelligence target before the information has been evaluated for foreign intelligence and minimized. Raw SIGINT includes, but is not limited to, unevaluated and unminimized transcripts, gists, facsimiles, telex, voice and Digital Network Intelligence (DNI) metadata and content.

b. (U//FOUO) **Minimization** is the process used to determine whether U.S. person information encountered in raw SIGINT is essential to assess or understand the significance of the foreign intelligence. The NSA Special US Liaison Advisor Israel (SUSLAIS) should be consulted any time U.S. person information is found in raw SIGINT data supplied by NSA.

c. **(U) A U.S. Person** is:

1) (U) a citizen of the United States;

2) (U) an alien lawfully admitted for permanent residence in the United States (informally referred to as a "green card" holder);

3) (U) an unincorporated group or association, a substantial number of the members of which constitute (1) or (2) above; or

4) (U) a company incorporated within the United States, including U.S.-flagged non-governmental aircraft or vessels, but not including those entities which are openly acknowledged by a foreign government or governments to be directed and controlled by them.

5) (U) Additionally, a person known to be currently in the United States will be treated as a "U.S. person" unless that person is reasonably identified as an alien who has not been admitted for permanent residence, or if the nature of the person's communications or other information in the contents or circumstances of such communications give rise to a reasonable belief that such person is not a U.S. person. Any person located outside the United States will be treated as a non-U.S. person unless there is a reasonable belief that such person is a U.S. person.

III. (U) BACKGROUND

a. (TS//SI//REL) NSA routinely sends ISNU minimized and unminimized raw collection associated with selectors from multiple Target Office Primary Interest (TOPI) offices in Analysis and Production, S2 as part of the SIGINT relationship between the two organizations. This mutually agreed upon exchange has been beneficial to both NSA's and ISNU's mission and intelligence requirements.

b. (TS//SI//REL) NSA and ISNU have previously discussed the protection of U.S. Person information, in relation to tasking joint collection operations, and agreed in principle to not task communications of U.S. citizens. The proposal to share unminimized raw collection requires additional procedures to meet formal requirements. In March 2009, ISNU was given an overview briefing during the Raw Material conference and agreed, in principal to protect U.S. Person information. It was determined that more formalized training is needed. The date of this training is TBD.

IV. (U) RESPONSIBILITIES

a. (U) NSA shall:

1) (TS//SI//REL) Provide an annual review and training of these procedures with ISNU.

2) (TS//SI//REL) Regularly review a sample of files transferred to ISNU to validate the absence of U.S. Persons identities.

b. (U) ISNU shall:

1) (TS//SI//REL) Not use any technology or equipment that is furnished under the accommodation procurement process to (a) intentionally target communications to, from, or about U.S. Persons anywhere in the world or (b) intentionally target any person meeting the definition of a U.S. Person provided in Section II above.

2) (TS//SI//REL) Not use any information provided by NSA, as raw material or otherwise, to intentionally intercept the communications to, from or about a U.S. person. "Intercept" means the use of words or phrases, such as a name, telex number or answerback, address, telephone number, email address or any

combination of such terms, to acquire non-public communications. It applies to both electronic and manual acquisition, including follow-on queries of stored communications.

3) (TS//SI//REL) Strictly limit access to storage systems containing raw SIGINT provided by NSA exclusively to properly cleared ISNU personnel and to properly cleared members of Israeli Intelligence services who ISNU has determined have a strict need to know. Access will be limited to those individuals who have been trained in the aforementioned procedures.

4) (TS//SI//REL) Disseminate foreign intelligence information concerning U.S. persons derived from raw SIGINT provided by NSA – to include any release outside ISNU in the form of reports, transcripts, gists, memoranda, or any other form of written or oral document or transmission -- only in a manner that does not identify the U.S. person. ISNU agrees that it will shield the identities of U.S. persons both by name and by context, i.e. its disseminations shall be in such a way that a reasonably well-informed person cannot identify the U.S. person from the other contents of the dissemination.

5) (U//FOUO) Ensure that any files containing the identities of U.S. persons withheld from dissemination are retained for no more than one year.

6) (TS//SI//REL) Ensure that any requests from outside parties, including all ISNU customers, for release of such identities are referred to NSA, and that same is not released without written permission from NSA.

7) (U//FOUO) Destroy upon recognition any communication contained in raw SIGINT provided by NSA that is either to or from an official of the U.S. Government. "U.S. Government officials" include officials of the Executive Branch (including the White House, Cabinet Departments, and independent agencies); the U.S. House of Representatives and Senate (members and staff); and the U.S. Federal Court system (including, but not limited to, the Supreme Court). "Officials" include civilian and military members and employees performing the official business of these branches of government, and is independent of seniority or position.

8) (U//FOUO) Process only for purposes unrelated to intelligence against the U.S any communications contained in raw SIGINT provided by NSA that include references to activities, policies, and views of U.S. officials.

V. (U) PROCEDURES

a. (TS//SI//REL) ISNU must inform NSA immediately upon detection, via the SUSLAIS, when the identity of a U.S. person is found in the raw SIGINT provided to ISNU. Additionally, ISNU must provide a written report, via the SUSLAIS and CHIPPEWA on a quarterly basis, detailing the circumstances of those instances.

b. (TS//SI//REL) ISNU must inform NSA immediately upon discovery, via the SUSLAIS, of inadvertent intercept of U.S. person communications where a selector that is believed to belong to a valid foreign target is subsequently found to belong to a U.S. person. ISNU further agrees to detask any and all such selectors, and to destroy any intercept collected as a result of such selectors, whether processed or not.

VI. (U) OVERSIGHT

a. (TS//SI//REL) ISNU agrees to put in place appropriate management controls to ensure adherence to the above policies, and to provide NSA with an annual report describing these controls and enumerating any and all

violations of the above policies regarding access, collection, and dissemination. This report will be filed with the SUSLAIS, who will send it to NSA HQS Office of Inspector General and ISNU Oversight and Compliance.

b. (TS//SI//REL) NSA agrees to assist ISNU with the implementation of appropriate management controls. NSA will also provide an annual review and training of these procedures to ISNU.

VII. (U) REVIEW AND AMENDMENTS

a. (U) This MOU is effective immediately upon execution and shall remain valid until modified or rescinded by mutual agreement. It may be terminated unilaterally upon written notice by either party to the other.

b. (U) The terms and conditions of this MOU shall be reviewed at least every two years or upon request by any of the parties.

c. (TS//SI//REL) Amendments to this MOU will be in writing, mutually agreed to by both Parties, and executed by authorized delegates for the Israeli and U.S. Government. A copy of all amendments will be appended to each copy of this document, dated, and consecutively numbered.

d. (U) Any disputes or disagreements with regard to the interpretation of this MOU will be resolved through discussion by all parties. The parties agree that they will not attempt to enforce the terms of the MOU in any domestic, third party, or international court or tribunal.

VIII. (U) LANGUAGE

(U//FOUO) This agreement is executed in the English language.

IX. (U) FUNDING

a. (U) Except as provided herein, this agreement does not sanction the transfer or exchange of appropriated funds or authorized manpower between the parties.

b. (U) No appropriated funds are obligated by this agreement. Funding is subject to availability of appropriated funds, and must comply with the Anti-Deficiency Act, 21 U.S.C. § 1341 and § 1517.

X. (U) POINTS OF CONTACT

a. (TS//SI//REL) The NSA HQS point of contact for this MOU is the Country Desk Officer (CDO) for Israel, Foreign Affairs Directorate.

b. (TS//SI//REL) The NSA representative to Israel is the Special U.S. Special Liaison Advisor Israel (SUSLAIS).

c. (U//FOUO) The ISNU point of contact is the Head of ISNU Foreign Relations.

XI. (U) SIGNATURES

For the Israeli SIGINT National Unit (ISNU)

Signature: [redacted]

Title: Commander, Israeli SIGINT National Unit

Date of Signature: __________

For the Government of the United States of America
National Security Agency/Central Security Service (NSA/CSS)

Signature: ____________________________

Title: Director, National Security Agency

Date of Signature: __________